

CITY OF HAYWARD

AGENDA REPORT

AGENDA DATE 07/26/05

AGENDA ITEM 3

WORK SESSION ITEM

TO: Mayor and City Council

FROM: Fire Chief

SUBJECT: Authorization to Participate in the Alameda County Operational Area Emergency Management Organization.

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing Hayward's participation in the Alameda County Operational Area Emergency Management Organization.

BACKGROUND:

As a result of the 1991 East Bay Hills Firestorm, State Senator Nicholas Petris sponsored legislation that established a standardized emergency management system, or SEMS, in California. An important component of SEMS is the Operational Area, defined as:

An intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area [California Government Code, § 8559 (b)].


Subsequent to the legislation Alameda County established an Operational Area (1995) which the City agreed to participate in a few months later. The County is now asking agencies in Alameda County, including the City of Hayward, to extend the existing arrangement within Alameda County for an additional ten years.

The agreement will continue to provide for a partnership for exchanging disaster intelligence, mutual aid requests and resource requests in emergencies, and allows for cooperative training and exercises. The Alameda County Emergency Management Organization will coordinate resource sharing between signatories before, during and after a disaster. It will prioritize requests for assistance from different organizations and agencies according to established policies, ensuring that the City of Hayward will receive a fair share of scarce resources when needed. The Emergency Management Organization will also provide a primary contact point for distributing disaster intelligence between local, state and federal agencies.

No monetary compensation is required of participants in the organization.

A draft copy of the agreement is available in the Office of the City Clerk.

Prepared by:


Steve Jolly, Admin. Analyst

Recommended by:


Larry Arfsten, Fire Chief

Approved by:


Jesús Armas, City Manager

Attachments: Exhibit A – Resolution for July 26, 2005
Exhibit B – Resolution 95-52
Exhibit C – Agenda Report of March 28, 1995

DRAFT



HAYWARD CITY COUNCIL

RESOLUTION NO. _____

Introduced by Council Member _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE
ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY
MANAGEMENT ORGANIZATION

BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is hereby authorized and directed to execute for and on behalf of the City of Hayward the "Agreement for Participation in the Alameda County Operational Area Emergency Management Organization, ' in substantially the form of the agreement on file in the office of the City Clerk.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 2005

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM

City Attorney of the City of Hayward

HAYWARD CITY COUNCIL

RESOLUTION NO. 95-52

Introduced by Council Member WARD

RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT FOR PARTICIPATION IN
ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY
MANAGEMENT ORGANIZATION

BE IT RESOLVED by the City Council of the City of
Hayward that the City Manager is hereby authorized and directed
to execute for and on behalf of the City of Hayward the
"Agreement for Participation in Alameda County Operational Area
Emergency Management Organization," in substantially the form of
the agreement on file in the office of the City Clerk.

IN COUNCIL, HAYWARD, CALIFORNIA March 28, 1995

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: Hilson, Rodriquez, Ward, Hulteen, Henson
MAYOR: Cooper

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Jimenez

ATTEST:

Angelina Reyes
City Clerk of the City of Hayward

APPROVED AS TO FORM:

M. O. [Signature]
City Attorney of the City of Hayward



CITY OF HAYWARD AGENDA REPORT

AGENDA DATE March 28, 1995
AGENDA ITEM 3
WORKSESSION ITEM _____

TO: Mayor and City Council

FROM: Fire Chief

SUBJECT: RESOLUTION TO ADOPT AN AGREEMENT BETWEEN THE CITY
OF HAYWARD AND ALAMEDA COUNTY TO DEVELOP AN
ALAMEDA COUNTY EMERGENCY MANAGEMENT
ORGANIZATION AND AN OPERATIONAL AREA

RECOMMENDATION:

It is recommended that the City Council adopt the attached agreement between the City of Hayward and Alameda County.

BACKGROUND:

In 1974 the federal government established the Federal Emergency Management Agency (FEMA), thus replacing the Civil Defense Act of 1950. This new agency acknowledged that there were natural disasters, in addition to possible war emergencies. Sadly, there were few changes in emergency management procedures, resource allocation, or the heavy emphasis by the Federal government on war emergencies. In 1986, the Emergency Services Act was signed. This placed a much higher priority on natural disasters and gave war emergencies equal status with all other disasters.

This was a significant improvement but more needed to be done. Several problems remained to be solved. Each jurisdiction had policies, procedures and individual ideas on how to manage a disaster. There was poor communication capability between local government, state government and the federal level. Competition for resources was first come, first served. Many jurisdictions circumvented the system and received resources that would have gone to a jurisdiction with a greater need. Typically, a major disaster will have an effect on how things will be done in the future. Immediately following the fire in the Oakland Hills, Senator Nick Petris, D-Oakland, introduced legislation (SB 1841), that required standardization of many emergency management issues. This legislation quickly passed. One of the benefits of this legislation was the implementation of "Operational Areas" statewide. Each county within the state of California is now recognized as an Operational Area. This allows each Operational Area the ability to communicate with the State Regional Offices or the State Office of Emergency Services for resource requests through a newly installed Satellite Information System.

Mayor and Council
March 28, 1995

The enclosed agreement memorializes the Operational Area with terms and conditions to meet the needs of all parties to the agreement. The agreement has been reviewed by our City Attorney and found to be acceptable to the City.

There have been some questions that have been commonly asked. For example, what does the OASIS agreement do for us? How does it obligate us? What about the termination clause, and how does it work?

What does the OASIS agreement do for us? Once the City of Hayward signs the OASIS Agreement, we become an equal partner in emergency management along with the other jurisdictions in Alameda County. When a disaster occurs, we will likely need additional resources. Our requests for these resources will, by agreement, be directed to Alameda County Operational Area. A city the size of Oakland will have no more power than a smaller jurisdiction such as Piedmont. All resource requests will be treated fairly and equally. Cities that have not signed the agreement will be served after all cities that have signed the agreement have been served first. Further, by agreement, no city will go outside the Operational Area and make separate deals for resources. This will prevent a non signatory city from getting resources outside the system. The agreement is to our advantage in that we will be put on a level playing field with all other jurisdictions for resource allocation.

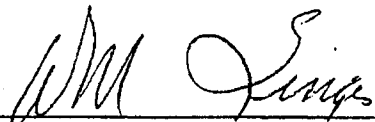
How does the agreement obligate us? The agreement obligates us to work within the guidelines of the Operational Area system and make all our resource requests to the Operational Area. We further agree not go outside the Operational Area for our resources. If the Operational Area is unable to fill our request for a particular resource, they will request that resource from the Region. If the Region is unable to satisfy the Operational Area request, the request is then sent to the State Office of Emergency Services. If they are unable to fill the request, they will forward the request to the Federal level. All this is done from the Operational Area. The City of Hayward Emergency Operations Center makes one call to the Operational Area and the request will be filled.

What about the termination clause, and how does it work? Should the City of Hayward decide to withdraw from the agreement, it may do so by notifying in writing all the jurisdictions in the Operational Area thirty days prior to withdrawal.

Mayor and Council

March 28, 1995

Prepared by:



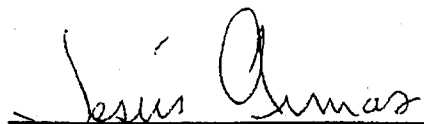
William M. Singer
Emergency Services Coordinator

Recommended by:



Michael D. Bradley, Fire Chief

Approved by:



Jesús Armas, City Manager

Attachment:

- * Agreement for participation in
Alameda County Operational
Area Emergency Management
Organization

(C:\OES\AGENDA3PM4)

**AGREEMENT FOR PARTICIPATION
IN ALAMEDA COUNTY
OPERATIONAL AREA
EMERGENCY MANAGEMENT ORGANIZATION**

This Agreement is made this 24th day of January, 1995, by and between the County of Alameda and the cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement.

WHEREAS, the potential for a major catastrophe due to natural or manmade disaster causes all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency and disaster preparedness, response, recovery, and mitigation can be achieved by joining the efforts of the County of Alameda, the Cities, Special Districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

WHEREAS, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources;

THE COUNTY, CITIES, SPECIAL DISTRICTS, AND OTHER PUBLIC BENEFIT NON-PROFIT CORPORATIONS AGREE AS FOLLOWS:

**1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA
EMERGENCY MANAGEMENT ORGANIZATION**

The parties to this Agreement recognize an Operational Area, as the term is defined in the California Emergency Services Act (California Government Code, § 8550 *et seq.*) which designates an intermediate level of organization, cooperation, and planning between public entities within Alameda County boundaries.

The County of Alameda, cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement shall participate in this organizational structure which is a partnership for a systematic approach for exchanging disaster intelligence, mutual aid requests, and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through cooperative training and exercise activities.

The Operational Area Emergency Management Organization will be the primary contact point during an emergency in Alameda County for sharing disaster intelligence among local agencies and between the Operational Area Emergency Management Organization and state and federal agencies requesting information.

The Operational Area Emergency Management Organization will assist parties to this agreement share resources before, during, and after an emergency to prepare, respond, and recover from disasters that strike Alameda County. The Operational Area Emergency Management Organization will prioritize competing needs according to the policies and procedures approved by the Operational Area Council.

Each of the parties to this Agreement will designate individuals to be trained to represent their agency in the Operational Area Emergency Management Organization. The training will be an orientation on the policies and procedures of the Operational Area Emergency Management Organization. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to represent the party to the Operational Area Emergency Management Organization.

2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties to this Agreement. There shall not be any monetary compensation required from any party to another party as a condition of assistance provided under this agreement, except for reimbursement of direct costs as designated in mutual aid agreements. Nothing in this agreement shall be construed as altering any pre-existing disaster response agreements between the parties.

3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Operational Area Emergency Management Organization and its policies and procedures will be regulated by the Standardized Emergency Management System as stated in *California Government Code, §8607*, and its implementing regulations, *California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Standardized Emergency Management System*, and guidelines. The incident command system and a multi-agency coordination system, as described in those regulations and guidelines, will be used for coordination and direction of the parties to this agreement participating in emergency efforts. The *Alameda County Emergency Operations Plan* shall be the primary method and criteria used to conduct Operational Area Emergency Operations Center activities.

4. OPERATIONAL AREA COORDINATOR

The Sheriff/Director of Emergency Services is the Operational Area Coordinator. It is the responsibility of the Operational Area Coordinator to oversee the operation of the

Operational Area Emergency Management Organization and to reasonably interpret the terms of this agreement.

It is the responsibility of the Operational Area Coordinator to encourage equal representation by parties to the agreement on a day-to-day basis and to include representatives of affected parties to this agreement and mutual aid coordinators in the operational decision making before, during, and after a disaster strikes Alameda County.

5. COUNCIL

An Operational Area Council is hereby established consisting of a representational membership of the party jurisdictions to this Agreement. The Council shall include one voting representative from each of the following:

- a. The President of the **Board of Supervisors**, or his/her designee;
- b. The **Sheriff/Director of Emergency Services**, or his/her designated alternate;
- c. The **Alameda County Administrator**, or his/her designated alternate;
- d. The **County Agency Heads** having primary functional responsibilities in a disaster, or their designated alternates;
- e. The President of the **Emergency Managers' Association of Alameda County**, or his/her designated alternate;
- f. The President of the **Alameda County Fire Chiefs' Association**, or his/her designated alternate;
- g. The President of the **Alameda County Sheriff and Police Chiefs' Association**, or his/her designated alternate;
- h. A City Manager of a **North County City**, or his/her designated alternate, chosen annually by the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont to represent them in the Council;
- i. A City Manager of a **South County City**, or his/her designated alternate, chosen annually by the cities of Fremont, Hayward, Newark, San Leandro, and Union City to represent them in the Council;
- j. A City Manager of an **East County City**, or his/her designated alternate, chosen annually by the cities of Dublin, Livermore, and Pleasanton to represent them in the Council;

- k. A General Manager of a **Regional District** based in Alameda County, or his/her designated alternate, chosen annually by participating regional districts, defined as a special district having service areas in more than one county, to represent them in the Council;
- l. A General Manager of a **Special District**, or his/her designated alternate, chosen annually by participating special districts having their entire service area within the boundaries of Alameda County to represent them in the Council;
- m. The **Alameda County Superintendent of Schools**, or his/her designated alternate, to represent the school districts of Alameda County;
- n. A Director of a **Public Benefit Non-profit Corporation**, or his/her designated alternate, chosen annually by the Collaborating Agencies Responding to Disasters to represent them in the Council;
- o. A Chief Executive Officer or President, or his/her designated alternate, or his/her designee, of a **private sector company** doing business in this county that is an active member of the Emergency Managers' Association of Alameda County and is selected annually by the Sheriff/Director of Emergency Services; and
- p. Such representatives of **other organizations**, either civic, business, labor, veterans, professional or other organizations having an official group or organization having disaster responsibility and may be appointed by the Operational Area Coordinator.

It is the responsibility of the Operational Area Council to set the policies and procedures for the governing of the Operational Area Emergency Management Organization and to review and approve recommendations for changes to these policies and procedures on an annual basis. The Operational Area Council will also serve as the Alameda County Civil Defense and Disaster Council, as described in the *Alameda County Administrative Code, Chapter VI*. The County of Alameda will supply staff support for the Operational Area Council.

6. PROVISION OF FACILITIES AND SUPPORT

The County of Alameda shall provide its emergency operations center as the site for the Operational Area Emergency Management Organization. The County of Alameda will provide support staff for the emergency operations center and all reasonable supplies for the Operational Area Emergency Management Organization during actual activations, drills, and exercises. All parties to this Agreement may provide representatives for decision making and liaison to operational elements of the Operational Area Emergency Management Organization when activated.

The Operational Area Emergency Management Organization will facilitate the mutual aid systems used by local agencies to assist each other in a disaster with the resources necessary to save lives, mitigate property loss, and meet the basic needs of the people.

7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all parties until December 31, 2005. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

8. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving thirty (30) days prior written notice to all other parties.

9. ADDITIONAL PARTIES

Additional parties, who are public entities within the geographical boundaries of Alameda County, may join in this Agreement and become a member party upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty (30) days following notification by the new party to all other parties of the execution of the exhibit. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives all other parties notice of its objection to the addition of the particular entity becoming a member to this Agreement, within the thirty (30) day notice period, the addition of such party to this Agreement shall require the consent of a two-thirds majority of the then member parties.

10. INDEMNIFICATION AND HOLD HARMLESS

Each of the parties agree to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the acts or omissions of the indemnifying parties' own employees and agents in the performance of this Agreement.

11. SALARIES, EMPLOYMENT AND WORKERS COMPENSATION BENEFITS

The salaries, employment and workers compensation benefits of each employee participating in the Operational Area Emergency Management Organization shall be the responsibility of the party employing the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

APPROVED AS TO FORM AND CONTENT:

KELVIN H. BOOTY, JR.

County Counsel

By BZ

County Counsel

MARY ANN CABRAL

Acting-County Risk Manager

By Mary Ann Cabral

Acting-County Risk Manager

ATTEST: DARLENE BLOOM

Acting-Clerk, Board of Supervisors

Alameda County, California

By Darlene Bloom

COUNTY OF ALAMEDA, a

political subdivision of the

State of California

By Gail Steele

GAIL STEELE, President

Board of Supervisors

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on JAN 24 1995; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: FEB 03 1995

WILLIAM MEHRWEIN, Clerk, Board of Supervisors,
County of Alameda, State of California

By William Mehrwein